

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>		ASSISTANCE ID NO.			DATE OF AWARD 08/27/2009  MAILING DATE 09/03/2009  ACH# 90103	
			PRG	DOC ID	AMEND#		
			CI -	00T26801	- 0		
			TYPE OF ACTION New				
RECIPIENT TYPE: Indian Tribe			Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423				
RECIPIENT: Washoe Tribe of NV & CA 919 Highway 395 South Gardnerville, NV 89410 EIN: 88-0120754			PAYEE: Washoe Tribe of NV & CA 919 Highway 395 South Gardnerville, NV 89410				
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST			
Marie Barry 919 Highway 395 South Gardnerville, NV 89410 E-Mail: marie.barry@washoetribe.us Phone: 775-265-8682		Loretta Vanegas <i>E. Brown</i> 75 Hawthorne Street, WTR-10 San Francisco, CA 94105 E-Mail: Vanegas.Loretta@epamail.epa.gov Phone: 415-972-3433 <i>3561</i>		GwenL Brown Grants Management Office, MTS-7 E-Mail: Brown.GwenL@epa.gov Phone: 415-972-3661			
<b>PROJECT TITLE AND DESCRIPTION</b> Clean Water Tribal Set Aside - Washoe Sewer Feasibility Study The project will support the development of a wastewater feasibility study to determine wastewater infrastructure needs for the tribal community.  This assistance agreement provides full EPA funding in the amount of \$50,000.							
BUDGET PERIOD 10/01/2009 - 12/30/2012		PROJECT PERIOD 10/01/2009 - 12/30/2012		TOTAL BUDGET PERIOD COST \$50,000.00		TOTAL PROJECT PERIOD COST \$50,000.00	
<b>NOTICE OF AWARD</b>  Based on your application dated 07/07/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$50,000. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$50,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS			
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105				U.S. EPA, Region 9 Water Division, WTR-1 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY							
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE			DATE		
Digital signature applied by EPA Award Official		Carolyn Truong, Grants Management Officer			08/27/2009		
<b>AFFIRMATION OF AWARD</b> BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION							
SIGNATURE		TYPED NAME AND TITLE			DATE		
		Waldo W. Walker, Chairman			9/10/09		

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 50,000	\$ 50,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 50,000	\$ 50,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.458 - Capitalization Grants for State Revolving Funds	Clean Water Act: Sec. 518(c)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	0909W0E144	09	E2	09LA0D5	202B80E	4111	09CC	-	50,000
									50,000

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$12,869
<b>2. Fringe Benefits</b>	\$6,765
<b>3. Travel</b>	\$1,650
<b>4. Equipment</b>	\$19,000
<b>5. Supplies</b>	\$1,280
<b>6. Contractual</b>	\$1,499
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$3,765
<b>9. Total Direct Charges</b>	\$46,828
<b>10. Indirect Costs: <u>12.05%</u> Base <u>\$26,329</u></b>	\$3,172
<b>11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)</b>	\$50,000
<b>12. Total Approved Assistance Amount</b>	\$50,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$50,000
<b>15. Total EPA Amount Awarded To Date</b>	\$50,000

### **Administrative Conditions**

1. An interim Financial Status Report (FSR), Standard Form 269A (Rev. 7/97), covering the period from "project/budget period start date" to September 30 of each calendar year shall be submitted to the Grants Management Office, MTS-7, no later than December 31 of the same calendar year. **The initial FSR is due December 31, 2010.** The final FSR covering the entire project period shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 30.52(a)(1)(iv) and 30.71(a), or Part 31.23(b) and 31.41(b) (as applicable). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Financial Status Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

2. The recipient will provide timely reporting of cash disbursements and balances through annual submission (January - December) of a Federal Cash Transactions Report (SF272 and SF272A). The appropriate reports must be submitted to the Las Vegas Finance Center within 15 working days following the end of each calendar year. The recipient may access these forms and the instructions for submission at <http://www.epa.gov/ocfo/finservices/payinfo.htm>.

3. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

4. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

Pursuant to 40 CFR, Section 33.412, Tribal and Insular Area recipients are not required to negotiate fair share goals with EPA until May 27, 2011. Thereafter, Tribal and Insular

Area recipients are required to adhere to the full requirements of 40 CFR, Part 33, Subpart D, as applicable.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. The recipient agrees to complete and submit to the Grants Management Office, MTS-7, a MBE/WBE Utilization Report (EPA Form 5700-20A), within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).
  6. When procuring services, equipment, and/or supplies under this assistance agreement, the recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.
  7. Payment to consultants. Per 40 CFR **Part 31.36(j)**, EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2009, the rate is \$587.20 per day and \$73.40 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.
- Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).
8. The recipient's last approved indirect cost rate expired December 31, 2008. The recipient will not charge or claim for reimbursement any indirect costs unless a current indirect cost rate proposal covering the time period of the costs being claimed for reimbursement is approved by the Department of Interior (DOI), National Business Center.
  9. The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation

against the United States unless authorized under existing law. The recipient shall abide by its respective 2 CFR 220, 225, or 230 (formerly OMB Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

10. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

11. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

12. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

13. The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

### **Programmatic Conditions**

P1. The grantee shall prepare and submit quarterly progress reports to self-evaluate and joint evaluate annual performance under the grant including: status of each workplan goal, task, deliverable; status of expenditures for the reporting period; summary of accomplishments including the reporting of environmental results and discussion of problems impacting or expected to impact performance; and tasks not on schedule and proposed dates of completion.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Each report is due on the 30th day after the end of the quarter, i.e., January 30, April 30, July 30 and October 30. The recipient shall submit a final report within 90 days of the end of the project period.

P2. Any funds awarded by this grant agreement that are unexpended at the end of the project shall be returned to EPA. The EPA CWA Set-Aside amount may be adjusted downward to reflect cost estimates as the project progresses if the charge is significant.

P3. Modifications to the approved workplan, including changes, additions, or deletions, shall be submitted in a timely manner to EPA for approval.

P4. When requesting payments, a breakdown of costs associated with the billing request must be provided to the EPA Project Officer (PO). This information should be adequate to allow the PO to determine the costs billed to EPA are necessary and reasonable.

P5. The recipient agrees to provide a tribal representative to coordinate and implement tribal participation, activities, and requirements under the project and provide liaison among the participating agencies and promotion of the project among tribal members.

P6. The recipient agrees to grant permission for the consulting contractors and the EPA Region 9, and their representatives to enter upon or across lands under control of the Tribe, without charge, for the purpose of carrying out the project, and further agrees to waive all claims which may arise by reason of such entry upon those lands, except those which may be recognized under the Federal Tort Claims Act.

P7. If any historical or archeological site are discovered during excavation or inspections, work will cease in the area and the recipient will notify EPA of the discovery. EPA shall then proceed in accordance with the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800).

P8. The recipient agrees that if any endangered or threatened plant or animal is discovered, work will cease immediately and EPA will be notified in order that they can take measures in accordance with the Endangered Species Act of 1973, as amended.

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